

FILE COPY

RIGHT OF WAY EASEMENT

THIS INDENTURE, made this 8th day of September, 1965, between the ANACONDA ALUMINUM COMPANY, a Montana corporation ("Grantor"), and the UNITED STATES OF AMERICA ("Grantee"), WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, and its assigns, an easement to construct, use and maintain an access road in, over and upon a right of way 14 feet in width across a portion of the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 3, Township 30 North, Range 20 West, Montana Principal Meridian, Flathead County, Montana, the route of which is designated in red upon the map of the Conkelly Substation which is attached hereto as Exhibit A, together with such additional width as is necessary to provide for cuts, fills, ditches, turnouts and curves for such road as the same are located on the ground at the date of this instrument.

TO HAVE AND TO HOLD the same unto the Grantee, and its assigns, forever; SUBJECT, however, to the following conditions, reservations and agreements:

1. That if this easement shall cease to be used or maintained for use by Grantee for the purposes of an access road, this easement shall automatically terminate and the right of way shall thereupon revert to Grantor.

2. That if the location of the access road, or any portion thereof, shall hereafter interfere with or obstruct the operations of Grantor's aluminum reduction plant or related facilities, Grantee shall relocate said road upon the request of

Grantor; provided, however, that Grantor shall first give Grantee six months written notice of such request; and provided further, that if Grantor owns or controls other lands upon which said road could be relocated without interference to Grantor's operations, Grantor shall provide, without cost, a similar easement to Grantee for the relocation of said road across such other land.

3. Grantee shall save Grantor harmless from any loss, claim, damage or liability, including without limitation injury to or the death of any employee or agent of Grantee or any other person or any damage done to real or personal property, caused by or resulting from Grantee's construction, use or maintenance of said road.

4. The conditions, reservations and agreements of this easement shall accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this easement to be executed the day and year first above written.

ANACONDA ALUMINUM COMPANY

By

James F. Smith
Its Vice President

GRANTOR

ATTEST:

John B. Anderson
Its Assistant Secretary

UNITED STATES OF AMERICA
Department of the Interior
Acting through the Bonneville
Power Administrator

By

Principal Title Officer
Branch of Land

GRANTEE

STATE OF MONTANA)
) ss.
County of Flathead)

On this the 8th day of September, 1965, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JAMES F. SMITH, known to me to be a Vice President of ANACONDA ALUMINUM COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

H. H. Ladd

Notary Public for the State of Montana,
Residing at Columbia Falls, Montana

My Commission Expires March 1, 1968

STATE OF OREGON)
) ss.
County of _____)

On this the _____ day of September, 1965, before me, the undersigned, a Notary Public for the State of Oregon, personally appeared _____, known to me to be the Principal Title Officer, Branch of Land, Bonneville Power Administration, Department of the Interior, United States of America, and acknowledged to me that the UNITED STATES OF AMERICA, the Grantee named in the within instrument, had executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

Notary Public for the State of Oregon
Residing at _____, Oregon

My Commission Expires _____

